

**DEPARTMENT OF YOUTH AFFAIRS  
Government of Guam**

**REQUEST FOR PROPOSALS**

**Number: DYA RFP 13-002**

**For**

**Licensed Clinical Psychologist**

**100% funded by the FY 2013 Juvenile Accountability Block Grant  
U.S. Department of Justice – Office of Juvenile Justice and Delinquency Prevention  
CFDA Number: 16.523**

**Issued: Wednesday, August 14, 2013**

**Deadline for Submission: Monday, August 26, 2013, 4:00 p.m. (Guam Standard Time)**

**Place of Submission:**

**Director's Office  
Department of Youth Affairs  
169 San Isidro Street  
Mangilao, Guam 96913**

**Contact for the Procurement:**

**Rebecca J. Respicio  
Program Coordinator II  
Telephone – (671) 735-5010/5032  
Facsimile – (671) 734-7536**

 8/14/13  
Adonis J. Mendiola, Director Date

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## **I. GENERAL OVERVIEW**

100% federally funded by the FY 2013 Juvenile Accountability Block Grant, U.S. Department of Justice (Office of Juvenile Justice and Delinquency Prevention).

### **A. INTRODUCTION:**

The Government of Guam, Department of Youth Affairs (DYA) is soliciting Request for Proposals (RFP) Number: DYA-RFP-13-002 from qualified individuals whose principal focus will be to provide licensed clinical psychological services to clients of the Youth Correctional and Cottage Homes Facilities and Community Social Development Unit – Resource Centers as described in **SECTION III. SCOPE OF SERVICES.**

### **B. DEADLINE FOR SUBMISSION OF PROPOSALS:**

**Deadline for Submission of All Proposal: Monday, August 26, 2013, 4:00 p.m. (Guam Standard Time).** All proposals must be typewritten. An original and three (3) copies of the proposal must be submitted to the attention of the Program Coordinator II, Office of the Director. **Proposals submitted after this time and date will not be considered.**

### **C. RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT:**

DYA shall have the right to reject all offers, and/ or individual offers in whole or in part and/ or cancel this RFP, if it is determined to be in the best interest of DYA as provided for in the procurement laws. Reasons for rejection of individual proposals include, but are not limited to, reasons such as: (a) the Offeror is non-responsible as determined under 2 GAR Div. 4 §3116; (b) the proposal ultimately fails to meet the announced requirements of the purchasing agency in some material respect notwithstanding opportunity for altering or clarifying the proposal; or (c) the proposed price is clearly unreasonable.

In the event of cancellation or rejection of all proposals, proposals that have been unsealed shall remain the property of DYA and not returned to the respective Offerors. A proposal that has not been unsealed (such as late proposals) will be returned to the Offeror upon request of the Offeror.

### **D. GENERAL AUTHORITY FOR PROCUREMENT:**

A federal grant will fund the services being acquired. The granting authority requires that local procurement procedures be used. All agencies of the government of Guam are required to follow the Guam Procurement Law when spending public funds to purchase “supplies” or “services” as these terms are described in the Guam Procurement Law. The Guam Procurement Law is codified at Title 5, Chapter 5, GCA, and the Guam Procurement Regulations are codified at Title 2, Division 4 of the Guam Administrative

Rules and Regulations (“GAR”). The foregoing statutes and regulations are available from the web site of Guam’s Compiler of Laws found at:  
[www.guamcourts.org/compilerofLaws](http://www.guamcourts.org/compilerofLaws).

DYA is issuing this Request for Proposals subject to the competitive selection procedures for professional services and all other applicable provisions of the Guam Procurement Law and the Guam Procurement Regulations.

**E. DETERMINATION TO USE COMPETITIVE SELECTION PROCEDURE:**

The following written determination is required by law prior to the announcement for the need of the services described in the Request for Proposals:

By issuing this Request for Proposals, the DYA has determined (a) that the services to be acquired are a type of service specified in 2 GAR Div. 4 §3114(a) for competitive selection of services; (b) a reasonable inquiry has been conducted on the availability of such personnel to perform the services and that the territory does not have the personnel or resources to perform the services required under the proposed contract(s); (c) that the DYA will utilize services of the proposed Consultant to provide clinical psychological services to clients of the Youth Correctional and Cottage Homes Facilities and Community Social Development Unit – Resource Centers. DYA as part of its grant application and award, has developed, and fully intends to implement, a written plan for utilizing such services as will be included in the contractual statement of work.

**F. ALL PARTIES TO ACT IN GOOD FAITH:**

The Guam Procurement Law and the Guam Procurement Regulations require that all parties involved in the preparation of proposals; the preparation of the Request for Proposals; the evaluation and negotiation of proposals; and the performance or administration of contracts to act in good faith.

**G. PURCHASING AGENCY AND OFFEROR:**

The Guam Procurement Law authorized government agencies to act as a “purchasing agency” for the purpose of procuring professional such as those described in Section III, without going through the government’s General Services Agency. DYA as a government agency is issuing this Request for Proposals as DYA RFP 13-002, and acts a purchasing agency.

Any party who submits a proposal is known as an “Offeror.” An Offeror awarded a contract may be described herein as “applicant”, “organization”, “consultant”, “contractor”, or “service provider”.

#### **H. LIABILITY FOR COSTS TO PREPARE PROPOSAL:**

DYA is not liable for any costs incurred by any Offeror in connection with the preparation of its proposal. By submitting a proposal, the Offeror expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its proposal.

#### **I. APPLICABILITY OF GUAM PROCUREMENT LAW:**

If any of this Request for Proposals is contrary to the Guam Procurement Law or contains ambiguous terms, then such portion of the Request for Proposals shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

#### **J. REGISTRATION OF INTERESTED PARTIES:**

Those picking up a hard copy of the Request for Proposals package at the DYA will be asked to sign a registry log. Those submitting RFP packages will also be asked to sign a registry log. Only registered persons will receive official communications from DYA regarding the Request for Proposals, and only proposals from registered persons will be accepted. Persons receiving copies of this RFP through downloads from the internet in keeping with 5 GCA Section 5220, P.L. 31-228 effective, June 15, 2012 will not receive amendments to the RFP or other communications related to the procurement, unless they complete and submit the DYA registration contact information. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals.

#### **K. REQUIREMENTS AND INSTRUCTIONS:**

##### **1. Written Proposals**

All proposals must be typewritten. DYA will not accept handwritten proposals.

##### **2. Signatures in Ink**

Signatures shall be in black or blue ink. Blue is preferred.

##### **3. Erasures and Strikeouts**

Erasures, strikeouts or other types of changes that are evident on the face made to a proposal must be explained or noted over the signature of the Offeror.

##### **4. Contents of Proposal**

The Offeror's response to the items mentioned in Section III shall be considered the Offeror's proposal. Proposals shall be prepared simply and economically, providing straightforward, concise description of the Offeror's ability to fulfill the requirements of the proposal. In order to ensure a uniform review process and to obtain the maximum degree of comparability, DYA prefers that the contents of the proposal be



organized and submitted in the following manner, format, and order indicated on in Section III, Scope of Services, Item 4, Minimum Information Required in the Proposal (see page 12). The mandatory forms (Appendix A) should follow.

5. Inclusion of Proposal Contents in Contract

DYA reserves the right to include any part or parts of the Offeror's proposal in the final contract if the Offeror is awarded a contract.

6. Requests for Non-Disclosure

After award of a contract, the proposal of the Offeror awarded the contract becomes a part of the record of procurement process and is public information. Therefore, if an Offeror is submitting trade secrets or proprietary information that the Offeror wishes to keep confidential, then the Offeror must identify those portions that it considers proprietary and request in writing for non-disclosure. The request for non-disclosure must be included in a cover letter, and those portions in the proposal that are proprietary must be clearly marked or designated, or identified in the cover letter. DYA will entertain the request and issue a ruling in accordance with Section II, item 7.

7. No Conflict of Interest

The Offeror must also include a statement affirming that it presently has no conflicts of interest with regard to the services for which a proposal is being submitted.

8. Certification of Independent Price Determination

The Offeror must certify that the rate it proposes (which is to be placed in a separate sealed envelope) was independently arrived at without collusion with any other Offeror or person.

9. Acknowledgement of Receipt of Amendments

If the purchasing agency issues any amendments to the Request for Proposals, the Offeror must acknowledge receipt of each individual amendment in its cover letter.

## **II. GENERAL PROCEDURES**

### **A. NOTICE OF REQUEST FOR PROPOSALS:**

The procurement regulations provide that notice of a Request for Proposals for professional services is adequate if published in a newspaper of general circulation at least 10 days before the proposals are due. Hence, notice of this Request for Proposals will be advertised in the Guam Marianas Variety published in Tamuning, Guam.

## **B. QUESTIONS AND ANSWERS:**

Questions concerning this Request for Proposals may be asked in writing and written responses will be given in the following manner.

Only potential Offerors who have obtained a Request for Proposals packet may submit written questions to DYA. DYA must receive the questions no later than **Friday, August 16, 2013 at 3:00 pm.** (Guam Standard Time). DYA will respond only to questions received before this deadline. Oral statements made by DYA or its agents are not binding. **On or before Wednesday, August 21, 2013,** DYA expects to provide its responses to the written questions. Responses to questions will be sent via facsimile.

If any question requires an interpretation of the Request for Proposals, or is relevant to all Offerors, then DYA shall prepare a response in the form of an amendment to the Request for Proposals packet, and shall forward the amendment to all prospective Offerors who have picked up a packet. Receipt of any amendment must be acknowledged in the cover letter of submittal of Offerors' proposal.

Questions should be submitted to the Youth Development Administrator, at one of the following addresses:

(a) Via U.S. Postal Service:

Department of Youth Affairs  
169 San Isidro Street  
Mangilao, Guam 96913

Attention: Program Coordinator II

(b) Via facsimile to the Department of Youth Affairs at (671) 734-7536

Attention: Program Coordinator II

## **C. RECEIPT AND REGISTRATION OF PROPOSALS:**

Proposals and modifications to proposals will be time-stamped upon receipt and held in a secure place until the established due date. Proposals will not be opened publicly, nor disclosed to unauthorized persons, but will be opened in the presence of two employees designated by the DYA Director to act as administrators for this Request for Proposals. DYA will keep a Register of Proposals identifying the Request for Proposals, the names of the Offerors, and the number of modifications received, if any, by each Offeror. The Register is not open for public inspection until after award of a contract. Proposals of Offerors not awarded do not become public records.

#### **D. OPENING OF PROPOSALS:**

After the deadline for submission of proposals and as soon as practicable, DYA's two administrators shall unseal each proposal in the order received and conduct a preliminary review of each proposal to see whether the proposal contains the mandatory forms required by law as a condition to making an offer. The lack of any one of the forms is cause for a finding of non-responsiveness and automatic rejection of the proposal without evaluation of the detailed plan. Proposals will then be evaluated. Any Offeror submitting a non-responsive proposal will receive a written Notice of Non-Responsiveness.

#### **E. EVALUATION PROCESS:**

An Evaluation Committee shall evaluate the proposals. Prior to the evaluation meeting, the Evaluation Committee members will not know the identities of the Offerors and will not have access to the proposals. The evaluations will be conducted on a designated date and at a designated time. The proposals will be evaluated in the order received. The Evaluation Committee Chairperson will monitor the full evaluation meeting to ensure fairness and non-collusion. Before the evaluations begin, the Program Coordinator II will explain the criteria and process to the Evaluation Committee, as may be necessary. Unless requested to by the administrator or Evaluation Committee, any attempt by an Offeror to contract any individual assigned to evaluate may result in disqualification of the Offeror.

#### **F. DISCUSSIONS DURING EVALUATION:**

During the evaluation meeting, or any continuation thereof, the Evaluation Committee may conduct discussions with any Offeror, in writing or telephonically. Discussions shall not disclose any information derived from proposals submitted by other Offerors. The issues clarified during discussions should be put into writing by the Offeror and submitted to DYA within three business days of conclusion of discussions, and may be submitted electronically or via facsimile. DYA will provide further instructions as may be necessary.

#### **G. RULING ON REQUESTS FOR NON-DISCLOSURE OF INFORMATION:**

During discussions or evaluations, the Evaluation Committee will examine any request for non-disclosure to determine its validity. If the Evaluation Committee does not grant the request, then DYA must inform the Offeror in writing those portions which will be open for disclosure should the Offeror be awarded the contract and why. If the Offeror does not agree or is dissatisfied with the ruling for any reason, then the Offeror may withdraw the proposal or submit a protest according to the procedures set out in the Guam Procurement Law. If the proposal is not withdrawn and no protest is received, then if an award is made to such Offeror, DYA may disclose those portions of the proposal for which a non-disclosure request was not granted.



#### **H. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

Any proposal may be modified or withdrawn upon written request by the Offeror prior to the conclusion of discussions with such Offeror.

If the Evaluation Committee finds that no discussion with an Offeror is necessary, then such Offeror's time for modifying or withdrawing its proposal shall be terminated upon the Committee moving on to evaluate the next proposal.

#### **I. RANKING OF OFFERORS AND DETERMINATION OF BEST QUALIFIED OFFEROR:**

Upon conclusion of the evaluations, the administrators will tabulate the points assigned by the Evaluation Committee and rank the Offerors from the highest number of points received to the lowest number. Soon after ranking is completed, DYA will send each Offeror written notice of its ranking without identifying the other Offerors or their ranking, along with further instructions.

#### **J. SELECTION OF BEST QUALIFIED OFFEROR:**

The proposal receiving the most points based on the evaluation process found in Section III, item 5 on page 12 of the RFP; and, upon approval of the DYA Director, is the best qualified Offeror.

#### **K. NEGOTIATIONS OF BEST QUALIFIED OFFEROR:**

Negotiations for prices and other items of a contract will begin with the highest ranked Offeror for each of the services described with the opening of the sealed envelope containing the Offeror's price. The DYA Director or his designee/designees may conduct the negotiations. If an agreement can be reached as to a fair and reasonable price, and as to any other contract terms which require negotiation, then DYA shall send the best qualified Offeror a Notice of Intent to Award in electronic form or by facsimile and a contract will be prepared for the signatures by the parties.

#### **L. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR:**

DYA will negotiate with the Best Qualified Offeror. In the event DYA fails to secure the contract and fair and reasonable pricing with the best qualified Offeror, DYA shall notify such Offeror of the termination of negotiations in writing within one (1) week of such failure, either in electronic form or by facsimile. DYA may enter into negotiations with the next best qualified Offeror.

#### **M. FEDERAL FUNDS:**

This procurement is funded with federal grant funds from the FY 2013 Juvenile Accountability Block Grant from the U.S. Department of Justice (Office of Juvenile

Justice and Delinquency Prevention). The Catalog of Federal Domestic Assistance (CFDA) Number is 16.523

**N. SEALED COST/ PRICING RATE SCHEDULE:**

Each Offeror must submit a price proposal for the services, and *enclose the budget proposal in a separate sealed envelope marked "Price Proposal." Only one sealed envelope with the Offeror's price should be submitted.*

**O. PACKAGING OF PROPOSALS**

1. Number of Copies. Provide the original proposal plus three (3) copies, except for the Price Proposal, of which only one (1) sealed envelope should be submitted.
2. Sealed Envelope or Container. The original proposal and three copies, along with the one sealed Price Proposal, must be placed in an envelope or envelopes, or other container and sealed.
3. Information on Sealed Envelope or Container. On the face of the sealed envelope or container, the following information shall be clearly marked:

**NOT TO BE OPENED EXCEPT BY THE PROGRAM COORDINATOR II OR DESIGNEE**

Proposal for DYA RFP 13-002

Submitted by (the Offeror's name, address, and telephone number)

**P. DELIVERY:**

Proposal packages shall be submitted to the following name and address. DYA shall not be responsible for any delivery costs or postage due. Proposals will not be accepted via facsimile or e-mail as these two mediums do not allow proposals to be sealed or submitted in an original form with multiple copies:

Department of Youth Affairs  
169 San Isidro Street  
Mangilao, Guam 96913

**Q. DUE DATES FOR SUBMISSION**

The following deadlines apply to the Request for Proposals. The Purchasing Agency will not entertain any late submission of questions. A proposal received late is non-responsive and will be rejected.

1. Questions Prior to Submission of Proposals. All written questions regarding the Request for Proposals are due no later than 1:00 p.m. (Guam Standard Time), Friday, August 16, 2013.
2. Proposals. All typewritten proposals must be received at DYA no later than 4:00 p.m. Guam time, Monday, August 26, 2013.

### **III. SCOPE OF SERVICES**

The **DEPARTMENT OF YOUTH AFFAIRS** is requesting for proposals from **QUALIFIED OFFERORS**. Proposals must include plan and scope of services to be offered for juvenile offenders, status and non-offenders involved in the juvenile justice system, at-risk children and youth under the auspices of the Community Social Development Unit, Youth Resource Centers and consultative services for DYA personnel and other youth-serving entities. These services are to be performed by a licensed clinical psychologist.

#### **A. TYPE OF SERVICES REQUIRED:**

1. Conduct psycho-diagnostic specific assessment using projective, aptitude, achievement, vocational interest and neuropsychological testing techniques and instruments for the purpose of investigating, analyzing and evaluating mental/emotional and personality disorders and mental retardation in juvenile offenders at the Youth Correctional Facility and Cottage Homes, and those seriously emotionally disturbed and/or high-risk adolescents and children actively involved in the Aftercare Program and the Resource Centers under the Community Social Development Unit, Division of Youth Development.
2. Provide clinical consultation to family members, legal guardians and collateral professionals such as physicians, psychiatrists, psychologists, social workers, youth service workers, administrators, attorneys, educators, counselors/therapists, nurses and family court judges.
3. Provide direct clinical treatment for juvenile offenders at the Youth Correctional Facility and Cottage Homes, and for those severely disturbed and/or high-risk adolescents and children actively involved in the Jump Start and Aftercare Programs within the Community Social Development Unit.
4. Provide weekly individual and group guidance and therapy/counseling for juvenile offenders at the Youth Correctional Facility and Cottage Homes, and to those exceptional adolescents and children actively involved in the Jump Start and Aftercare Programs.
5. Participates and initiates the primary clinical direction for cognitive behavioral and social/emotional program planning, development, coordination, implementation, assessment and evaluation in the areas of psychotherapy and psycho-diagnosis at the

Youth Correctional Facility, Cottage Homes, and the Community Social Development Unit.

6. Conduct home and agency visits, regarding counseling issues or onsite counseling consultation.
7. Attend court hearings in the interest of clients.
8. Collect and submit performance measures data as identified for the Annual Performance Report or as needed to the Office of Juvenile Justice and Delinquency Prevention.

**B. TERM OF SERVICES REQUIRED:**

The initial term of the contract shall commence upon the signature of the Governor through September 30, 2014. The contract may be extended for two (2) additional one year periods at the sole option of the government.

The term of the contract and any extensions are subject to the availability and appropriation of funds. Should the government in its sole discretion decide to exercise any option to renew the contract, subject to the availability of funds, then the government shall issue a letter to declare the option to renew as notice to the selected service provider and funds for the renewal period may be processed in accordance with any procedure or format adopted by the Bureau of Budget and Management Research. The contract term may also be extended to include any liquidation period, at no additional cost.

Funds may be certified in different increments during any fiscal year on this procurement. In the event funds are not appropriated or otherwise made available to support continuation of services in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract.

**C. TYPE OF CONTRACT:**

The Guam Procurement Law prohibits advance payment. The type of contract will be a "Firm Fixed Price" contract whereby the parties shall agree upon a basis for payment of services performed.

**D. PROPOSAL SHALL BE WRITING:**

All proposals shall be typewritten and in keeping with the requirements of this RFP. DYA will review all proposals, to determine its validity and responsiveness prior to entering the evaluation stage.



#### **E. MINIMUM INFORMATION REQUIRED IN THE PROPOSAL:**

1. The name of the Offeror, location of the Offeror's principal place of business, telephone and facsimile numbers, and if different, the place of the performance of the proposed contract.
2. Submission of Offeror's police and court clearances and if needed, updated clearances prior to the commencement of services.
3. Offeror's Tax Identification Number (TIN), Employer Identification Number (EIN), and GovGuam Vendor ID Number.
4. Offeror's Business License
5. Statement of Understanding and Willingness. A statement expressing the Offeror's understanding of the work to be accomplished as specified in the Scope of Services (Section II), and a statement of the Offeror's commitment or willingness to perform the services.
6. Offeror's abilities, qualifications, and experience.
7. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, as specified in the Request for Proposals.
8. A plan giving as much detail as is practical explaining how the services will be performed.
  - A. Dedicated Time. How much time the Offeror is able to dedicate or will devote to the services requested relative to other business commitments.
  - B. Other Resources. The Offeror's other resources such as equipment to be used in the performance of the services.
  - C. Other Relevant Information. Any other relevant information which will be useful in evaluating the Offeror's plan for performance may be included.

#### **F. STANDARD FOR DETERMINATION OF THE MOST QUALIFIED OFFEROR:**

Responsive proposals shall be evaluated according to the following standards:

1. Detailed plan for performing the required services. (Total points 50)
2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services. (Total points 30).

3. Record of past performance of similar work. (Total points 15)
4. Equipment to perform the services currently available at the time of contracting. (Total points 5)

**Total Points of Evaluation = 100**

**G. MANDATORY FORMS:**

1. Offeror's Profile. The Offeror must provide background information on the business as to its official name, location, contract information, type of business, date of incorporation, and the number of years the Offeror has been in business.
2. Affidavit Disclosing Ownership and Commissions. As a condition of bidding and doing business with the government, an Offeror must disclose in the form of an affidavit the names of all persons owning more than ten (10%) of the outstanding interest of the Offeror's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each such person or entity. The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, and percentage, brokerage of other compensation of contingent arrangement for procuring a contract with the purchasing agency or for assisting the Offeror in obtaining business related to this Request for Proposals, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the Offeror upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the Offeror for the purpose of securing business.
3. Affidavit re Non-Collusion. The Offeror must represent that its offer is genuine and not a sham and that the Offeror is not in collusion with others, and that the Offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person of Offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.
4. Affidavit re Not Gratuities and Kickbacks. The Offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement of a purchase request, influencing the content of

- any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, requires for ruling, determination, claim or controversy, or other particulate matter, pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.
5. Affidavit re Ethical Standards. The Offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.
  6. Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination. The Offeror must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. DOL for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.
  7. Affidavit re Contingent fees. The Offeror must represent, pursuant to title 2 GAR, Division 4, §11108(f) and §11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
  8. Compliance with Federal Laws and Regulations

See Compliance with Federal Laws and Regulations in Mandatory Forms (Appendix A), DYA Civil Rights Compliance Policy (Appendix B), and Sample Form of Contract (Appendix C).

#### **IV. MISCELLANEOUS GENERAL TERMS AND CONDITIONS FOR INCLUSION IN CONTRACT**

The contract to be entered into between DYA and the awarded Offeror herein will include the following terms and conditions in some form if required by law. If any of the following terms and conditions is not required by law, then such term or condition may be negotiated. If any of the following terms and conditions is not applicable to the services required herein, then the term or condition may be excluded from the contract.



**A. PAYMENT:**

Payment shall be made using a method mutually agreed upon by the purchasing agency and the successful Offeror, subject to Guam law. The Prompt Pay Act shall apply to late payments.

**B. GUAM INCOME TAXES:**

If any work is to be performed on Guam, then the Offeror may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of Revenue and Taxation, government of Guam, P.O. Box 23607, GMF Guam 96921.

**C. EQUAL EMPLOYMENT OPPORTUNITY:**

The Offeror may not discriminate against its employees or applicants for employment because of race, creed, color or national origin. The Offeror shall take affirmative action to ensure that applicants are employed, and that employees are treated, equally without regard to their race, creed, color or national origin.

**D. ASSIGNMENT:**

The contract or any sums due to the contractor may not be assigned without the prior approval of DYA.

**E. COMPLIANCE WITH AMERICAN DISABILITIES ACT (ADA):**

If applicable, the Offeror must meet all requirements of the American with Disabilities Act.

**F. SCOPE OF AGREEMENT:**

The resulting contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the chosen Offeror, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the resulting contract shall acknowledge that no agreements otherwise have been made by any party, or any acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement or promise not contained in the contract will be valid or binding.

**G. RESPONSIBILITY FOR ACCURACY OF WORK:**

The awarded Offeror shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The awarded Offeror shall, without additional cost to the government of Guam, correct or revise all errors of deficiencies of its work. The awarded Offeror shall agree to devote his or its best efforts to the duties and



responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam. The government's review, approval and acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the awarded Offeror's failure to perform the services required, and the awarded Offeror shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of the awarded Offeror's negligent performance of any of the services required to be performed under the contract.

#### **H. SUBCONTRACTING OF AGREEMENT:**

Because of the nature of the work, the awarded Offeror may not subcontract any part of the services required under the contract without prior written consent of DYA, or as outlined in this Request for Proposals or resulting contract.

#### **I. GENERAL COMPLIANCE WITH LAWS:**

The awarded Offeror shall be required to comply with all federal and locals laws applicable to the work.

#### **J. OWNERSHIP OF DOCUMENTS:**

All documents, memoranda and other incidental work or materials prepared by the awarded Offeror shall be and remain the property of DYA including all publication rights and copyright interests, and may be used by DYA without any additional costs to the government.

#### **K. CHANGES:**

The DYA Director may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this Request for Proposals. If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. However, any modification of the contract will be effective only if it is in writing signed by the parties and approved by the Governor of Guam.

#### **L. SEVERABLE PROVISIONS:**

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract shall be enforced to its valid and subsisting terms and provisions.

**M. NO GOVERNMENT LIABILITY:**

DYA and the government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded Offeror, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government of Guam shall not be liable to the awarded Offeror for any work performed by the awarded Offeror prior to the approval of the contract by the government and issuance of a Notice to Proceed. The awarded Offeror shall expressly waive any and all claims for services performed in expectation of the contract prior to the issuance of a Notice to Proceed.

**N. LICENSING:**

Offeror's are reminded that the Government Procurement Law's local preference provision gives preference to licensed and operating Guam businesses. Specific information on licenses may be obtained from the Director of Revenue and Taxation. However, a Guam business license is not required of a business if its services will be performed for the government outside of Guam.

**O. CONTRACT SUBJECT TO AVAILABILITY OF FUNDS:**

If for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

**P. INSURANCE:**

The awarded Offeror shall procure and maintain at its own expense all necessary comprehensive insurance for its business including, but not limited to, worker's compensation and general liability insurance.

**Q. GOVERNMENT'S RIGHT TO AUDIT:**

Contractors with government shall maintain books and records relative to the costs and scope of services of the contract for three years from the date of final payment. The government is authorized to inspect such books and records at reasonable times and places.

**R. TERMINATION:**

Upon written notice, either party to the contract may terminate it in whole or in part at any time either for convenience or default. Contractor will be paid the reasonable value of services to the date of termination.

**S. RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS (5 GCA § 5253):**

The contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense, the type of which is defined under Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, regardless of jurisdiction in which the conviction was obtained, shall provide services on behalf of the contractor relative to this Request for Proposals. If any person employed by the contractor and who provided services under the resulting contract is convicted subsequent to the parties entering into a contract, then the contractor warrants that it will immediately notify the government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under the contract. If the government is found to be in violation of any of the provisions of this paragraph, then the government shall give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may suspend the contract temporarily.

- V.** The Guam Procurement Law provides for a mandatory procedure to be used to resolve controversies relative to the contract. As provided thereby, the government and the contractor shall agree to attempt to resolve all controversies which arise under, or by virtue of, the resulting contract, through mutual agreement.

If the controversy is not resolved by mutual agreement, then the contractor shall request the government in writing to issue a final decision within 60 days after receipt of the written request. If the government does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor. The government shall immediately furnish a copy of the decision to the contract, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. The government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

For appeals relative to money owed by or to the government under the contract, the contractor shall appeal the decision in accordance to the Government Claims Act. See following subsection on "Claims against the Government".

For all other claims by of against the government under the contract, the Office of the Public Accountability has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within 60 days of the government's decision or from the date the decision should have been made.

**W. CLAIMS AGAINST THE GOVERNMENT:**

The Guam Claims Act (5 GCA§6101, *et seq.*) applies only with respect to claims of money owed by or to the government under the contract resulting from the Request for

Proposals. The contract will provide that the awarded Offeror shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded Offeror shall waive any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction of forum. For a copy of the Guam Claims Act, visit the web site of Guam's Compiler of Laws.

#### **X. DRUG FREE/ SMOKE FREE WORKPLACE:**

The contractor shall assure compliance with federal and local drug/smoke free workplace Act of 1988, the Governor's Circular No. 89-26 [Governor's Policy Statement Establishing a Drug-Free workplace] and the Clean Indoor Air Act of 1992.

#### **Y. MONITORING AND REPORTING REQUIREMENTS:**

Services will be monitored by DYA. The monitor may examine files, personnel records, fiscal records and other records if needed.

Performance measures shall be selected with a data collection plan that specifies which measures will be collected and how they will be measured, to include evaluation of services. Reports are to be submitted to DYA, which will also determine progress and/or deficiencies of services.

All records of youth served must be collected and maintained in a manner to ensure the protection of the juveniles' rights to privacy and confidentiality.

#### **V. APPENDICES:**

See Appendix A for mandatory forms mentioned in Section III, F. These forms do not have to be retyped. They may be detached from this Request for Proposals Packet and used as is.

See Appendix B for DYA Civil Rights Compliance Policy

See Appendix C for Sample Form of Contract



## **APPENDICES**

**APPENDIX A**

**MANDATORY FORMS**

## MANDATORY FORMS

**RFP NUMBER: DYA RFP 13-002**

**DESCRIPTION: LICENSED CLINICAL PSYCHOLOGIST**

### REMINDER TO PROSPECTIVE OFFERORS

Offerors are reminded that the following mandatory forms are required to be signed and must be submitted together with the proposal in the proposal envelope, one (1) original and three (3) copies. These forms include:

- (X) OFFEROR'S PROFILE
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS – AG Procurement Form 002
- (X) AFFIDAVIT re NON-COLLUSION– AG Procurement Form 003
- (X) AFFIDAVIT re NO GRATUITIES or KICKBACKS – AG Procurement Form 004
- (X) AFFIDAVIT re ETHICAL STANDARDS – AG Procurement Form 005
- (X) DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION – AG Procurement Form 006
- (X) AFFIDAVIT re CONTINGENT FEES – AG Procurement Form 007
- (X) COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS
  - The above affidavits must be notarized and dated.
  - Date of signature of the Offeror and the Notary date must be the same.

This reminder must be signed and returned in the proposal envelope. Failure to comply with the above requirements will mean a disqualification and rejection of the proposal.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective Offerors with the above referenced RFP.

\_\_\_\_\_  
Authorized Representative's Signature

NOTE: PROPOSAL AND PRICE PROPOSAL MUST BE SUBMITTED IN SEPARATE ENVELOPES AND MUST BE MARKED **"PROPOSAL"** AND **"PRICE PROPOSAL"**. FAILURE TO COMPLY WITH THIS REQUIREMENT, OFFEROR WILL BE DEEMED NON RESPONSIVE.

### OFFEROR'S PROFILE FOR RFP: DYA RFP 13-002

1.	Proposal for:	<b>LISENCED CLINICAL PSYCHOLOGIST DYA RFP 13-002</b>	
2.	Name of Offeror:		
	Name of Business:		
	Address:		
	Office Telephone Number:		
	Fax Number:		
	E-mail address:		
3.	Type of Business Indicate status, check one:	<input type="checkbox"/> Governmental Unit established by law <input type="checkbox"/> Private Non-Profit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private for Profit <input type="checkbox"/> Other: Specify _____	
4.	Location of the principal place of business or central office.		
5.	Location of proposed place of business, if different from above.		
6.	Date of Incorporation, as applicable.		
7.	Number of years in business:		
8.	Contact Number:		



CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

[ ] The Offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ [please state name of Offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares of interest in the offering business during the past 12 months immediately preceding the submission date of the proposal are as follows (if none, please so state):

### % of Interest

**B.** Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows (if none, please so state):

## Compensation

**C.** If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Offeror, if the Offeror is an individual;  
Partner, if the Offeror is a partnership;  
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

My commission expires \_\_\_\_\_.

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

1. The name of the offering company or individual is [state name of company]

3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subofferors, and employees.

Offeror, if the Offeror is an individual;  
Partner, if the Offeror is a partnership;  
Officer, if the Offeror is a corporation.

this      day of      , 201      .

NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

AG Procurement Form 004 (Jul. 12, 2010)

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

AG Procurement Form 005 (Jul. 12, 2010)



**FORM E**  
**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

RFP No.: DYA RFP13-002

Name of Offeror Company: \_\_\_\_\_

\_\_\_\_\_ hereby certifies under  
penalty of perjury:

(1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and §

5802 which read: § 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

\_\_\_\_\_

WD 05-2147 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2147  
Revision No.: 14  
Date Of Revision: 06/13/2012

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06

05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31

12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	



16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15

23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26

28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24

99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees



who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

1. The name of the offering company or individual is [state name of company]

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

Signature of one of the following:

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

AG Procurement Form 007 (Jul. 15, 2010)



**COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:**  
**FOR DYA RFP 13-002**

**Clean Air Act**

Offeror agrees to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended— Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violation shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

**Byrd Anti-Lobbying**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – applies to contracts over \$100,000. Offeror as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractor of \$100,000 or more to file a Byrd Anti-Lobbying certification. Offeror represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Offeror and its subofferors up to the Government.

**Debarment and Suspension**

Debarment and Suspension (E.O. 12549 and E.O. 12689)—No contract may be made to parties listed on the General Services Administration's List of Parties excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Offerors declared ineligible under statutory or regulatory authority other than E.O. 12549. Offeror certifies that Offeror, nor any of Offeror's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

**Drug-Free Work Place**

Offeror acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Offeror and subofferors agree to comply with the Drug-Free Work Place Act.

DRUG-FREE WORKPLACE (MAY 2001)

a) *Definitions.* As used in this clause=

*"Controlled substance"* means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 – 1308.15.

*"Conviction"* means a finding of guilt (including a pleas of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

*"Criminal drug statute"* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

*"Drug-free workplace"* means the site(s) for the performance of work done by the Offeror in connection with a specific contract where employees of the Offeror are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

*"Employee"* means an employee of a Offeror directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Offeror employee who has other than a minimal impact or involvement in contract performance.

*"Individual"* means an Offeror/Offeror that has no more than one employee including the Offeror.

b) The Offeror, if other than an individual, shall – within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

- (i) The dangers of drug abuse in the workplace;
- (ii) The Offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (8) The Offeror, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (9) In addition to other remedies available to the Government, the Offeror's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Offeror subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

#### **Certification of Non-Discrimination**

If a contract for services is awarded to the Offeror, then the service Consultant must comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act) (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§



6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

Offeror will designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Justice Programs and the Office for Civil Rights (OCR), Office of Justice Programs.

Offeror will inform the public of affected persons' rights to file a complaint of discrimination with the OCR for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the OCR and DYA.

Offeror will provide an Equal Employment Opportunity Plan (EEOP) to the OCR and the DYA, if it is a state government, a local government, or a for-profit entity that has 50 or more employees and receives a single award for \$500,000 or more that is subject to the administrative provisions of the Safe Streets Act; otherwise, it will provide a certification to the OCR and the DYA that it has a current EEOP on file, if it has 50 or more employees and receives a single award for \$25,000 or more, but less than \$500,000, that is subject to the administrative provisions of the Safe Streets Act. For state governments, local governments, and for-profit entities receiving less than \$25,000, or for state governments, local governments, and for-profit entities with fewer than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Consultant must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Consultant is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at



<http://www.lep.gov>.

In accordance with federal civil rights laws, the Offeror will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

**Civil Rights Requirements**

Service Consultant: \_\_\_\_\_

Civil Rights Contact Person: \_\_\_\_\_

Title/ Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Number of persons employed by the organizational unit: \_\_\_\_\_

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

## **APPENDIX B**

### **DYA Civil Rights Compliance Policy**

## **GUAM DEPARTMENT OF YOUTH AFFAIRS CIVIL RIGHTS COMPLIANCE POLICY**

*As a recipient of federal financial assistance from the U.S. Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention, the Guam Department of Youth Affairs (DYA) is committed, as a matter of principle, and in compliance with applicable federal laws, to prohibiting discrimination and behaviors, which, if repeated, could constitute discrimination. Accordingly, this policy establishes written procedures for 1) individuals to follow in filing an employment or services discrimination complaint with the DYA; and 2) DYA employees to follow when they receive complaints alleging employment or services discrimination from employees, clients, customers, program participants, applicants, or consumers of the DYA or of DYA subgrantees receiving federal financial assistance from DOJ. This policy applies to all employees of the DYA and all of its contractors and subgrantees.*

The DYA directs that its transactions and the operation of all DYA-funded subgrantee programs and activities shall not discriminate or retaliate on the basis of race, color, religion, national origin, sex, age, or disability. Harassment on any of the above-stated grounds is a form of prohibited discrimination.

The DYA, its contractors, and its subgrantees have the obligation to comply with the following federal civil rights laws:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794) and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132) and the DOJ implementing regulations at 28 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and

- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ federal financial assistance for inherently religious activities (28 C.F.R. Part 38).

## **DEFINITIONS**

A. “A person with a disability” means any person who: (1) has a physical or mental impairment that substantially limits one or more of such person’s major life activities; (2) has a record of such an impairment; or (3) is regarded as having an impairment that is not both transitory and minor.

B. “Complainant” refers to the person or persons initiating the complaint.

C. “Harassment” is a form of behavior that is characterized by conduct: (1) based on race, color, national origin, sex, religion, disability, or age; and (2) if sufficiently severe, persistent, or pervasive, could reasonably be expected to create an intimidating, hostile, or offensive working or learning environment.

D. “Respondent” is the person or persons against whom a complaint has been initiated.

E. “Retaliation” refers to adverse actions taken by an employer or service provider because an individual engaged in a protected activity, such as opposing a discriminatory practice or participating in a discrimination complaint process.

## **COMPLAINT PROCEDURES**

### **A. Filing a Complaint**

A person who believes that s/he has been harassed or been subject to discriminatory treatment within the DYA or by a DYA subgrantee because of race, color, national origin, sex, age, religion, or disability, or has been retaliated against for engaging in protected activity, is urged to file a complaint through the DYA Civil Rights Officer. The current Civil Rights Officers are William N. Castro, [william.castro@dya.guam.gov](mailto:william.castro@dya.guam.gov), (671) 735-5003; Rebecca J. Respicio, [rebecca.respicio@dya.guam.gov](mailto:rebecca.respicio@dya.guam.gov), (671) 735-5032; or Sollie Onedera, [sollie.onedera@dya.guam.gov](mailto:sollie.onedera@dya.guam.gov), (671) 735-5039. Generally, formal complaints must be filed with the Civil Rights Officer within 180 calendar days of the alleged discrimination. If the complaint is not filed on time, the complainant shall provide the reason for the delay and request a waiver of this filing requirement. The DYA shall decide whether to grant the waiver. The complaint may be filed in a letter, in an e-mail, in person, or over the phone. In anticipation of filing a complaint, an individual may find it beneficial to contact the Civil Rights Officer to obtain policy clarification, advice, or assistance.

Because the DYA is a Government of Guam Line Agency, employees are subject to the Department of Administration’s Personnel Rules and Regulations, specifically Appendix F, Equal Employment Opportunity and Chapter 11 Adverse Action Procedures.



## **B. Referral of Complaint to Civil Rights Officer**

If an employee of the DYA other than the Civil Rights Officer receives a discrimination complaint from an employee, client, customer, program participant, applicant, or consumer of the DYA or of a DYA subgrantee, s/he shall submit the complaint to the Civil Rights Officer within five (5) business days of receiving the complaint. Furthermore, the DYA shall provide the complainant with a written notice acknowledging receipt of the complaint and explaining that the complaint will be resolved within forty-five (45) calendar days of the DYA's receipt of the complaint.

A DYA subgrantee shall advise the Civil Rights Officer of an employment or services discrimination complaint filed against it within ten (10) business days of receiving the complaint.

## **C. External Agencies**

While the DYA encourages individuals to file any employment or services discrimination complaint with the DYA, the agency's policies and procedures are not intended to impair or limit the rights of anyone to seek a remedy available under state or federal law. As an alternative or in addition to filing a complaint with the DYA, an individual may wish to file a complaint with an external agency for investigation, such as a local or state human rights commission, or an appropriate federal agency. For instance, if a complainant alleges a violation of a federal employment discrimination law that is enforced by the U.S. Equal Employment Opportunity Commission (EEOC), the DYA acknowledgement letter will inform the complainant that s/he may file a complaint directly with the EEOC and provide the following contact information:

U.S. Equal Employment Opportunity Commission  
Los Angeles District Office  
Roybal Federal Building  
225 East Temple St., 4<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: 1.800.669.4000  
TTY: 1.800.669.6820  
<http://www.eeoc.gov/field/losangeles/charge.cfm>

If a complainant alleges a violation of a federal civil rights law that is enforced by the Office for Civil Rights (OCR), Office of Justice Programs, DOJ, the DYA acknowledgement letter will inform the complainant that s/he may file a complaint directly with the OCR and provide the following contact information:

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 7th Street NW  
Washington, DC 20531  
Telephone: 202.307.0690  
TDD/TTY: 202.307.2027  
<http://www.ojp.usdoj.gov/about/ocr/complaint.htm>

## **D. Complaint Evaluation, Investigation, and Resolution Proceedings**

### **Evaluation of the Complaint**

The DYA evaluates each complaint it receives to determine whether it can investigate the complaint. The DYA makes this determination with respect to each allegation in the complaint. The DYA shall dismiss the complaint if the following is determined:

- The DYA lacks jurisdiction over the complaint;
- The complaint was not filed timely and a waiver will not be granted;
- The complaint is unclear or incomplete and the complainant does not provide the information the DYA requests within twenty (20) calendar days of the request; or
- The allegations raised by the complaint have been resolved.

If a complaint cannot be resolved within sixty (60) calendar days of the DYA's receipt of it or the respondent remains unwilling to negotiate an agreement, the Civil Rights Officer will refer the matter to the EEOC, if the complaint involves employment discrimination, or to the OCR, if the complaint involves services discrimination, for investigation and resolution. The DYA shall notify the EEOC or the OCR in writing of any referral within ninety (90) calendar days of its receipt of the complaint. If the DYA refers the complaint to an external agency, the Civil Rights Officer will provide a written notice to the complainant stating that the complaint was referred to an external agency, notifying the complainant of that external agency's contact information, and identifying the civil rights provision(s) involved.

If the DYA determines that it will investigate the complaint, it shall issue letters of notification to the complainant and the respondent. Opening a complaint for investigation in no way implies that the DYA has made a determination with regard to the merits of the complaint. During the investigation, the DYA is a neutral fact-finder. The DYA shall collect and analyze relevant information and evidence from the complainant, the respondent, and other sources as appropriate. The DYA shall ensure that the investigations are legally sufficient and address the allegations raised in the complaint.

If the DYA elects to investigate a complaint that involves a federal civil rights law over which the OCR has jurisdiction, the OCR retains authority (1) to conduct supplementary or *de novo* investigations; (2) to approve, modify, or reject recommended findings; (3) to approve, modify or reject proposed voluntary resolutions; and (4) to initiate formal enforcement action.

### **Investigation of the Complaint**

The DYA may use a variety of fact-finding techniques in its investigation of a complaint. These techniques may include reviewing documentary evidence submitted by both parties; conducting interviews with the complainant, respondent's personnel, and other witnesses; and conducting

site visits. At the conclusion of its investigation, the DYA shall determine with regard to each allegation whether a preponderance of the evidence supports a conclusion that the respondent failed to comply with the law.

The DYA's determination shall be explained in a letter of findings sent to the complainant and the respondent. Letters of findings contain fact-specific investigative findings and dispositions of individual cases. Letters of findings are not formal statements of OCR policy and they should not be relied upon, cited, or construed as such. The DYA's formal policy statements are approved by a duly-authorized DYA official and made available to the public.

### **Resolution of the Complaint after a Determination of Noncompliance**

If the DYA determines that a respondent failed to comply with one of the civil rights laws the OCR enforces, the DYA will contact the respondent and will attempt to secure the respondent's willingness to negotiate a voluntary resolution agreement. If the respondent agrees to resolve the complaint, the respondent will negotiate and sign a written resolution agreement describing the specific remedial actions that the respondent will undertake to address the area(s) of noncompliance identified by the DYA. The terms of the resolution agreement, if fully performed, will remedy the identified violation(s) in compliance with applicable civil rights laws. The DYA shall monitor the respondent's implementation of the terms of the resolution agreement to verify that (1) the remedial actions agreed to by the respondent have been implemented consistent with the terms of the agreement and (2) the area(s) of noncompliance identified were resolved consistent with applicable civil rights laws.

If the respondent refuses to negotiate a voluntary resolution agreement or does not immediately indicate its willingness to negotiate, the DYA will inform the respondent it has thirty (30) calendar days to indicate its willingness to engage in negotiations to voluntarily resolve identified areas of noncompliance, or the DYA shall forward the case to either the EEOC, if the complaint alleges employment discrimination within that agency's jurisdiction, or the OCR, if the complaint alleges services discrimination within that agency's jurisdiction.

### **Request for Reconsideration or Appeal of DYA's Determination**

The DYA is committed to a high-quality resolution of every case. The DYA affords an opportunity to the complainant to submit a request for reconsideration or an appeal of a DYA determination that is not in the complainant's favor. If the complainant disagrees with the DYA's decision to dismiss or administratively close a complaint for any reason (e.g., jurisdiction, timeliness, or other administrative reasons), s/he may send a written request for reconsideration to the Civil Rights Officer within sixty (60) calendar days of the date of the DYA's administrative closure letter. If the complainant disagrees with the DYA decision finding insufficient evidence to support the complaint allegation(s) after investigation, s/he may send a written appeal to the Civil Rights Officer within sixty (60) calendar days of the date of the DYA's letter of findings. Requests for reconsideration and appeals shall be sent to:



Civil Rights Officer  
Guam Department of Youth Affairs  
Government of Guam  
P.O. Box 23672  
GMF, Barrigada, Guam 96921

The review process provides an opportunity for complainants to bring information to the DYA's attention that may change the DYA's decision. For both requests for reconsideration and appeals, the complainant must explain why s/he believes the factual information was incomplete, the analysis of facts were incorrect, and/or the appropriate legal standard was not applied, and how those would change the DYA's determination in the case. Failure to do so may result in the denial of the request for reconsideration or appeal. The review process will not be a *de novo* review (i.e., the DYA shall not review the matter as if no previous decision has been rendered) of the DYA's decision.

#### **E. Policy Dissemination**

The DYA Civil Rights Compliance Policy will be made available to all employees, clients, customers, program participants, applicants, subgrantees, and consumers. This Policy shall be included with orientation materials given to all new employees, available on shared computer access, and available on the DYA's website ([dya.guam.gov](http://dya.guam.gov)), and given to employees during training on the policy. Non-discrimination clauses shall also be incorporated in all agreements, award packets, and contracts with vendors who contract with the DYA. Furthermore, all subgrantees of the DYA must acknowledge reviewing the policy by initialing a special condition before receipt of their award.

#### **F. Training and Subgrantee Monitoring**

The DYA shall provide training for agency employees on the Civil Rights Compliance Policy periodically. The training shall include an overview of complaint policies and procedures, including an employee's responsibility to refer potential discrimination issues and discrimination complaints from employees, clients, customers, program participants, applicants, subgrantees, and consumers to the Civil Rights Officer.

Through its compliance monitoring process, the DYA ensures that subgrantees have procedures in place for responding to discrimination complaints that employees, clients, customers, program participants, applicants, and consumers file directly with the subgrantee. The DYA also ensures that subgrantees notify their employees, clients, customers, program participants, applicants, and consumers of prohibited discrimination and the procedures for filing an employment or services discrimination complaint.



## **APPENDIX C**

### **Sample Form of Contract**

## **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the DEPARTMENT OF YOUTH AFFAIRS ("Purchasing Agency"), whose address is 169 San Isidro Street, Mangilao, Guam 96913 and the firm of (*Name of Firm*), hereinafter referred to as ("Consultant"), whose mailing address is \_\_\_\_\_.

### **RECITALS**

**WHEREAS**, the Purchasing Agency intends to engage the professional services of a Part Time Licensed Therapist to provide clinical psychological services for students of the Community Reintegration Project; and

**WHEREAS**, Consultant will be appointed as a Subgrantee for this purpose; and

**WHEREAS**, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest to be performed under contract by professional personnel other than employees in the service of the Purchasing Agency; and

**WHEREAS**, pursuant to Title 5, Guam Code Annotated, Section 5216, the Office issued a Request for Proposals to obtain services (Request for Proposal No. DYA-RFP-13-002) giving adequate notice of the need for such services and Consultant was determined in writing by the head of the purchasing agency or a designee of such officer to be best qualified based on the evaluation factors set forth in the Request for Proposals, and fair and reasonable fees were agreed to between the parties; and,

**WHEREAS**, Consultant has submitted a statement of qualifications and interest in providing such service; and

**WITNESSETH**, the Purchasing Agency and Consultant in consideration of mutual covenants hereinafter set forth, agree as follows:

### **SECTION I PURPOSE**

To provide consultation to the Government of Guam Department of Youth Affairs, relating to clients of the Youth Correctional and Cottage Homes Facilities and Community Social Development Unit – Resource Centers.

### **SECTION II SCOPE OF SERVICES**

Scope of Services will be inserted upon successful negotiation.

### **SECTION III**

#### **CONTRACT TERM**

The term of this Contract shall commence upon the execution hereof and continue until September 30, 2014, base upon availability of funds.

### **SECTION IV**

#### **CONSULTANT'S COMPENSATION FOR SERVICES**

The Government will compensate the Consultant for services performed pursuant to Section II, supra, in the total amount of negotiated.

Subject to GSA Policy Office Regulations, an adjustment to the fee stated herein may be requested by the Consultant and authorized by the Government if the physical scopes of work, time for completion, or services requested are increased over that agreed to.

The Government shall compensate the Consultant on a semi-monthly upon submittal of the Director's certification of services rendered.

Upon review and acceptance of invoices and time records, the Consultant will be compensated in the amount negotiated semi-monthly.

Final payment and release of claims: Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment and as a condition precedent thereto, the Consultant shall execute and deliver to the Government a release, in a form approved by the Government, of claims against the Government of Guam arising under and by virtue of this Agreement.

### **SECTION V**

#### **GENERAL COMPLIANCE WITH LAWS**

In performing the work provided for herein, Consultant agrees to fully comply with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal, including but not limited to HIPAA and ADA. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any territory or federal laws on this subject.

### **SECTION VI**

#### **ACCESS TO RECORDS AND OTHER REVIEW**

Consultant shall maintain all books, documents, papers, accounting records, and other evidence concerning the expenses and costs incurred by Consultant's performance and shall make such material available to the Purchasing Agency or its designee(s) at all reasonable times

during the MOU period and for three (3) years from the date of the final payment under the MOU for inspection by the Purchasing Agency.

## **SECTION VII**

### **FINAL PAYMENT AND RELEASE OF CLAIMS**

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment as a condition precedent thereto, Consultant shall execute and deliver to the Purchasing Agency a release, in a form approved by the Purchasing Agency, of claims against the Purchasing Agency arising under virtue of this Agreement.

## **SECTION VIII**

### **INDEPENDENT AGENT**

For the purpose of the Government Claims Act, Public Law 17-29, Consultant shall not be considered an agent of the Government of Guam with respect to any acts performed by it in connection with the discharge of the duties of this contract. There shall be no employee benefits provided under this contract, such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the Purchasing Agency. Consultant contracts herein with the Purchasing Agency as an independent Offeror, and is neither an employee nor an agent of the Purchasing Agency for the purpose of performing the services hereunder. The Purchasing Agency, therefore, assumes no responsibility for the acts of Consultant which are performed in its independent and professional capacity.

## **SECTION IX**

### **RESPONSIBILITY OF CONSULTANT**

Consultant shall be responsible for all work and the materials furnished under this contract. Consultant shall, without additional cost to the Purchasing Agency, correct or revise all errors or deficiencies in his/her work. The Purchasing Agency's review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of Consultant's failure to the Purchasing Agency for all costs of any kind which may be incurred by the Purchasing Agency as a result of Consultant's negligent performance of any of the services performed under this contract.

## **SECTION X**

### **ASSIGNMENT OF AGREEMENT**

Consultant may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of the Purchasing Agency.



**SECTION XI**  
**GENERAL COMPLIANCE WITH LAWS**

Consultant shall be required to comply with all Federal and Territorial laws and ordinances applicable to this work. Consultant has provided the Purchasing Agency with a copy of its Statement of Exemption pursuant to Section 16024 of the Government Code.

**SECTION XII**  
**ACCESS TO RECORDS AND OTHER REVIEW**

Consultant, including its subOfferors, if any, shall maintain all books, documents, papers, accounting records and other evidence operating to costs incurred and to make such materials available at its respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Purchasing Agency. Each subcontract by Consultant pursuant to this Agreement shall include a provision containing the conditions of this Section.

**SECTION XIII**  
**INDEMNITY**

Consultant agrees to save and hold harmless the Purchasing Agency, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought from or on account of any injury, death, or damage arising or growing out of the acts or omissions of Consultant, its officers, agents, servants or employees under this Agreement.

**SECTION XIV**  
**CHANGE IN SCOPE OF WORK AND SERVICES**

(a) The Purchasing Agency may, at any time, by written order, make changes to the general scope of this contract in the services to be performed. Consultant shall not make any changes to the general scope without the written approval of the Purchasing Agency.

(b) If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, the Agreement shall be modified in writing accordingly. Any claim for adjustment under this section must be made in writing to the Purchasing Agency within thirty (30) days from the date of receipt by Consultant of the notification of change; provided, however, the Purchasing Agency, if it determines the facts justify such action, may receive and consider and adjust any such claim asserted at any time prior to the date of final settlement of the Agreement. Nothing provided in this section shall excuse Consultant from diligently proceeding with the work so charged.

(c) If Consultant believes that a change in the scope of services is necessary and desirable to the furtherance of the interest of the project under this Agreement, Consultant shall make a request, in writing, for the Purchasing Agency to issue a Change Order. Such requests for

Change Order shall include the proposed change in scope of services, as well as the proposed change in compensation and/or schedule associated with granting such a Change Order. The Purchasing Agency shall, in response to such requests for Change Order, utilize the same options as stated above.

#### **SECTION XV** **TERMINATION**

Either of the parties hereto may, by written notice to the other, terminate this Agreement in whole or in part upon thirty (30) days written notice either for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by Consultant in performing this Agreement shall, in the manner to the extent determined by the Purchasing Agency, become the property of and be delivered to the Purchasing Agency. If the contract is terminated by Consultant or by the Purchasing Agency for cause, prior to its completion, Consultant shall reimburse the Purchasing Agency for any travel costs associated with this contract and the Purchasing Agency may retain as set-off for such expenses any funds owed to Consultant in the Purchasing Agency's possession.

#### **SECTION XVI** **SEVERABLE PROVISIONS**

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

#### **SECTION XVII** **GOVERNING LAW**

Venue of any action brought under this Agreement shall lie in the Island of Guam exclusively. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the Island of Guam.

#### **SECTION XVIII** **EFFECTIVE DATE OF AGREEMENT**

The Agreement shall take effect upon the signature of all the required parties and approval by the Governor of Guam.

#### **SECTION XIX** **PURCHASING AGENCY NOT LIABLE**

The Purchasing Agency assumes no liability for any accident or injury that may occur to Consultant, its agents, dependents, or personal property while en route to or from this territory or during travel mandated by the terms of this Agreement.

**SECTION XX**  
**FUNDING**

**SECTION XX1.**  
**MANDATORY DISPUTES CLAUSE (2GAR Div. 4 § 9103(g))**

(a) All controversies between the territory and the Consultant which arise under, or by virtue of, this Agreement and which are not resolved shall be decided by the Procurement Officer in writing, within 60 days after written request by the Consultant for a final decision concerning the controversy; provided however, that if the Procurement Officer does not issue a written decision within 60 days after receipt of written request for a final decision or within such longer period as may be agreed upon by the parties, then the Consultant may proceed as if an adverse decision had been received.

(b) The Procurement Officer shall immediately furnish a copy of the decision to the Consultant, by certified mail, with a return receipt requested, or by any other method that provides evidence of receipt.

(c) Any such decision shall be final and conclusive, unless fraudulent, or unless the Consultant appeals the decision administratively pursuant to Title 5 Guam Code Annotated, Section 5427(e) and 5706.

(d) The Consultant shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution pursuant to law of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of this Agreement by the territory; provided however, that in any event the Consultant shall proceed diligently with the performance of the Agreement where the Chief Procurement Officer or head of the Purchasing Agency has made a written determination that continuation of work under the contract is essential to the public and safety.

**SECTION XXII.**  
**CLAIMS AGAINST GOVERNMENT**

The Consultant expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Consultant against the Government if the claim arises out of or in connection with this Agreement. The Consultant also expressly recognizes that all other claims by the Consultant against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

**SECTION XXIII.**  
**CONSENT TO JURISDICTION**

The Consultant expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may rise by reason of this Agreement, except as



otherwise may be provided by the Guam Procurement Law. The Consultant waives any and all rights it may otherwise have to contest the same or proceed in a different jurisdiction or forum.

**SECTION XXIV.**  
**MANDATORY REPRESENTATION BY CONSULTANT**

(a) General Ethical Standards (2 GAR Div. 4 § 11103(b)). With respect to this Agreement and any other contract that the Consultant may have, or wish to enter into, with any government of Guam agency, the Consultant represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

(b) Prohibition against Gratuities and Kickbacks (2GAR Div. 4 § 11107(e)). With respect to this Agreement and any other contract that the Consultant may have or wish to enter into with any government of Guam agency, the Consultant represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

(c) Prohibition against Contingent Fees (2 GAR Div. 4 § 11108(h)). The Consultant represents that he has not retained a person or anyone upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

(d) Restriction on Employment of Sex Offenders (5 GCA § 5253)). The Consultant warrants that no person on behalf of the Consultant has been convicted of a sex offense under the provisions of Chapter 25 of the Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated or convicted of an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. Consultant warrants that if any person providing services on behalf of Consultant is convicted of a sex offense under the provisions of Chapter 25 of the Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated or convicted of an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any Consultant found in violation of this section, after notice from the Government of Guam, after notice from the contracting agency of such violation, shall within twenty-four (24) take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.



**SECTION XXV.**  
**WAGE AND BENEFIT COMPLIANCE – CONSULTANTS PROVIDING SERVICES**

(a) Consultant with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the Government of Guam. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement is awarded to Consultant shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Consultant shall pay minimum of ten (10) paid holidays per annum per employee. 5 GCA §5801

(e) Any violation of Consultant or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Thousand Dollars (\$1,000) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA §5801

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Consultant may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, a Consultant shall not be awarded any contract by any instrumentality of the Government of Guam. A Consultant who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 GCA Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5801

(g) Consultant along with all proposed Offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5801

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligation as part of each invoice, along with the names of any employees, their positions, and detailed wage and

benefits paid in keeping with this section. Additionally upon request by Government of Guam the Consultant shall submit source documents as to those individuals providing direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

**SECTION XXVI.**  
**BINDING SIGNATORY**

This Agreement, and any modification hereto, is not binding until signed by the Governor of Guam.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**DEPARTMENT OF YOUTH AFFAIRS**

**(CONSULTANT)**

By: \_\_\_\_\_  
**ADONIS J. MENDIOLA**  
Director

By: \_\_\_\_\_  
(Authorized Representative)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CERTIFIED FUNDS AVAILABLE:**

**APPROVED AS TO FORM:**

**OFFICE OF THE ATTORNEY  
GENERAL OF GUAM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
**LEONARDO M. RAPADAS**  
Attorney General of Guam

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**OFFICE OF THE GOVERNOR  
OF GUAM**

By: \_\_\_\_\_  
**HONORABLE EDDIE BAZA CALVO**  
Governor of Guam

Dated: \_\_\_\_\_